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# Exhibit F

Declaration of Natalie Sterling October 2007 Service Agreement This is Service Agreement Version Number 7.8

1. INTRODUCTION. in this Service Agreement ("Agreement"). "you" and "your" refer to each customer ("Gustomer") and its agents, including each person listed in your account information as being associated with your account, and "we", "us" and "our" refer collectively to Network Solutions, LLC and its wholly-owned subsidiaries ("Network Solutions"). This Agreement explains our obligations to you, and your obligations to us in relation to the Network Solutions service(s) you purchase. By purchasing or otherwise applying for Network Solutions service(s), you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Network Solutions service(s) or to modify or cancel your Network Solutions service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that each person listed in your account information as being associated with your account for any services provided to you (including, but not limited to, domain name registration services) is your agent with full authority to act on your behalf with respect to such services in accordance with the permissions granted, and that the Primary Contact and Account Administrative Contact for your account shall have the authority, without limitation, to terminate, transfer (where transfer is permitted by the Agreement), or modify such services or your account information, or purchase additional services. Any acceptance of your application(s) or requests for our services and the performance of our services will occur at our offices in Herndon, Virginia, the location of our principal places of business. Except as otherwise expressly set forth in this Agreement, you agree that if you list, directly or by default, Network Solutions as a contact for your account and/or any of the services in your account, we have the right, without notice, to remove our name and/or information from any such account or service and to replace the same with the name and/or information provided by you for any other contact associated with that account or service.

2. VARIOUS SERVICES. Sections 1 through 30 apply to any and all Network Solutions services that you purchase. The terms and conditions set forth in the Schedules of this Agreement apply only to customers who have purchased the Network Solutions services referenced in those Schedules. In the event of any inconsistency between the terms of Sections 1 through 30 and the terms of the Schedules, the terms of the Schedules shall control with regard to the applicable Network Solutions service. IMPORTANT NOTICE CONCERNING BUNDLED SERVICES: If you purchase Network Solutions services that are sold together as a "bundled" package (e.g., you select a Web Site package that includes both a domain name and a Network Solutions Web Site, as opposed to your purchasing such services separately), termination of any part of the services will result in termination of all Network Solutions services provided as part of the bundled package. Please see Section 10(d) of this Agreement for more information. You acknowledge and agree that some or all of the services you purchase or receive from us may be provided by one or more vendors, contractors or affiliates selected by Network Solutions in its sole discretion.

3. FEES, PAYMENT AND TERM OF SERVICE. As consideration for the services you purchased, you agree to pay Network Solutions the applicable service(s) fees set forth on our Web site at the time of your selection, or, if applicable, upon receipt of your invoice from Network Solutions. All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of the Schedules to this Agreement or as such fees are billed by Network Solutions under an invoice to a Customer that expressly permits payment for Services by a Customer within thirty (30) days after Network Solutions has sent the Customer such invoice ("Net-30 Customers"). Network Solutions may require a Customer to successfully complete a credit application prior to such Customer qualifying to become a Net-30 Customer. Customers who purchase Service(s) through outbound telemarketing and request cancellation of Service(s) within ten (10) days of purchase are entitled to a refund of all fees. If you qualify, we may extend payment terms to you under our Business Account Credit Program. Network Solutions will charge you a processing fee if you terminate or cancel any package prior to the completion of any limited money-back guarantee time period for that package or service (the "Processing Fee"). A Processing Fee of \$29.95 will be charged for the cancellation of any one-year annual package. The Processing Fees for cancellation of multi-year packages will be: \$24.95 per year for two-year packages, \$19.95 per year for three-year packages, \$14.95 per year for five-year packages and \$9.95 per year for ten-year packages. Unless otherwise specified herein or on our Web site, each Network Solutions service is for a one-year initial term and renewable thereafter for successive one to ten-year terms, as set forth during the renewal process. Any renewal of your services with us is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. Except with respect to service to which you subscribe on a monthly basis, we will endeavor to provide you notice prior to the renewal of your services at least fifteen (15) days in advance of the renewal date. Additional payment terms may apply to the Network Solutions services you purchase, as set forth in the applicable Schedules to this Agreement. We may provide you with an opportunity to "opt in" to our automatic renewal process in accordance with the instructions (and subject to your agreement to the terms and conditions pertaining to that process) on our Web site. You agree that if you use of our autorenew service, we will attempt to renew your service approximately sixty (60) days prior to its expiration, for

the same term then-currently in place for the service, and at the then-current price for the service. You acknowledge and agree that the renewal price may be higher or lower than the price you paid for the thencurrent term of the service, and that we are authorized to charge your credit card on file for the renewal of the service(s). In any event, you are solely responsible for the credit card information you provide to Network Solutions and must promptly inform Network Solutions of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring the services are renewed. Network Solutions shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. In order to process a renewal under our auto-renew service, we may use third-party vendors for the purpose of updating the expiration date and account number of your credit card on file. Such third-party vendors maintain relationships with various credit card issuers and may be able to provide us with the updated expiration date and account number for your credit card by comparing the information we have on file with the information the third-party has on file. By selecting our auto-renew service, you acknowledge and agree that we may share your credit card information with such a third-party vendor for the purpose of obtaining any update to your credit card expiration date and account number. You agree to pay all value added, sales and other taxes (other than taxes based on Network Solutions income) related to Network Solutions services or payments made by you hereunder. All payments of fees for Network Solutions services s hall be made in U.S. dollars. Set up fees, if any, will become payable on the applicable effective date for the applicable Network Solutions services. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less. In the event of non-payment by a Net-30 Customer on any amount of any invoice, Network Solutions reserves the right to refer such invoice and Net-30 Customer to a collection agency in order for Network Solutions to secure payment on the invoice. Network Solutions may terminate any or all of the Services of a Net-30 Customer who fails to pay an invoice in a timely fashion. Network Solutions may charge a late fee(s) to Net-30 Customers for late payment of an invoice or a reinstatement fee(s) to Net-30 Customers who wish to reinstate Service(s) that have been terminated due to non-payment. 4. ACCURATE INFORMATION. You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that Network Solutions (itself or through its third party service providers) is authorized, but not obligated, to use Coding Accuracy Support System (CASS) certified software and/or the National Change of Address program (and/or such other systems or programs as may be recognized by the United States Postal Service or other international postal authority for updating and/or standardizing address information) to change any address information associated with your account (e.g., registrant address, billing contact address, etc.), and you agree that Network Solutions may use and rely upon any such changed address information for all purposes in connection with your account (including the sending of invoices and other important account information) as though such changes had been made

5. PRIVACY. Our privacy statement, (a) for Web sites and/or value added services purchased through <a href="https://www.netsolwebsites.com">www.netsolwebsites.com</a> is located on our Web site at

<u>www.netsolwebsites.com</u> is located on our Web site at <a href="http://wsm.ezsitedesigner.com/privacy/PrivacyPolicy.html">http://wsm.ezsitedesigner.com/privacy/PrivacyPolicy.html</a> and is incorporated herein by reference, as it is

applicable to such Web site purchases (other services purchased through www.netsolwebsites.com, including, but not limited to, domain name registrations, are covered by the privacy statement set forth on our Web site at http://www.networksolutions.com/legal/privacy-policy.jsp), (b) for Network Solutions services purchased through www.mycomputer.com is located on our Web site at http://www.mycomputer.com/agreements/privacy\_policy.html and is incorporated herein by reference for all such Network Solutions services, and (d) for all other Network Solutions services is located on our Web site at http://www.networksolutions.com/legal/privacy-policy.jsp and is incorporated herein by reference for all such Network Solutions services. The applicable privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us except as otherwise expressly provided in one or more of the Schedules attached hereto. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are

voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

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6. OWNERSHIP. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Network Solutions services identified herein ("Network Solutions Intellectual Property Rights") are owned by Network Solutions or its licensors, and you agree to make no claim of interest in or ownership of any such Network Solutions Intellectual Property Rights. You acknowledge that no title to the Network Solutions Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Network Solutions or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by Network Solutions and all right, title and interest in and to each such Derivative Work shall automatically vest in Network Solutions. Network Solutions shall have no obligation to grant you any right in any such Derivative Work.

7. EXCLUSIVE REMEDY; TIME LIMITATION ON FILING ANY CLAIM, YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY NETWORK SOLUTIONS SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL NETWORK SOLUTIONS, ITS LICENSORS AND CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR WEBSITES FROM NETWORK SOLUTIONS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF NETWORK SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NETWORK SOLUTIONS'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES, Network Solutions and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data nondelivery or data mis-delivery; (3) loss or liability resulting from acts of god; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your web site or your Network Solutions web site; (8) loss or liability from your inability to use our e-mail service, web site manager service or any component of the subscription service (for websites from Network Solutions); (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or reregistration fee; (10) loss or liability as a result of the application of our dispute policy; or (11) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in xml, xkms, or any other standard not under Network Solutions sole control. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER

8. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF OUR SERVICE(S) OR OUR LICENSORS' SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER NETWORK SOLUTIONS NOR OUR LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE

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SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE OR OUR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES, YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

9. INDEMNITY. You agree to release, indemnify, defend and hold harmless Network Solutions and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the Network Solutions services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to Network Solutions, including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of meta-tags or other elements in any website created for you or by you via the Network Solutions services, or (g) any information, material, or services available on your licensed Network Solutions Web Site . When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Network Solutions services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

#### 10. TERMINATION.

- a. By You. You may terminate this Agreement upon at least thirty (30) days written notice to Network Solutions for any reason.
- b. By Us. We may terminate this Agreement or any part of the Network Solutions services at any time in the event you breach any obligation hereunder, fail to respond within ten (10) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 4 of this Agreement, if we determine in our sole discretion that you have violated the Network Solutions Acceptable Use Policy, which is located on our Web site at <a href="http://www.networksolutions.com/legal/aup.jsp">http://www.networksolutions.com/legal/aup.jsp</a> and is incorporated herein and made part of this Agreement by reference, or upon thirty (30) days prior written notice if we terminate or significantly alter a product or service offering.
- c. Effect of Termination. Except as otherwise expressly set forth herein or on our Web site, Network Solutions will cease charging your credit card, if applicable, for any monthly service fees as of the expiration of the monthly billing cycle in which the termination is effective. Unless otherwise specified in writing by Network Solutions, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (in the case of a monthly or annual subscription being paid over time, as provided in various Schedules below). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs Network Solutions incurs in closing your account. You agree to pay any and all costs incurred by Network Solutions in enforcing your compliance with this Section. Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Network Solutions service, if applicable. In addition to the terms set forth herein, certain Network Solutions services may have additional terms regarding termination, which are set forth in the applicable Schedule.
- d. Effect of Termination of Bundled Services. In addition to the terms set forth in subsection 10(c) above, if you purchase Network Solutions services which are sold together as part of a "bundled" package of services, any termination relating to such bundle will terminate all Network Solutions services included in such bundle. For instance, any domain name registered with or maintained by Network Solutions under this

Agreement (but not including any domain names you may have registered, either with Network Solutions or a third-party registrar, separately and not as part of a bundled service) will be cancelled and may thereafter be available for registration by another party. Upon the effective date of termination, Network Solutions will no longer provide the bundled services to you, any licenses granted you shall immediately terminate, and you shall cease using such services immediately; provided, however, that we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain services included in the bundled services to stand alone services.

- 11. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) neither your registration nor use of the any of the Network Solutions services nor the manner in which you Intend to use such Network Solutions services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii) you have selected the necessary security option(s) for your domain name registration record, (iv) you are of legal age to enter into this Agreement (or you are at least 13 years of age and have your parents' permission to apply for services hereunder); and (vi) you agree to comply with all applicable laws and regulations.
- 12. MODIFICATIONS TO AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) on Network Solutions Web sites, or upon notification to you by e-mail or United States mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Schedules to this Agreement, but you will not incur any additional fees. By continuing to use Network Solutions services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Network Solutions is authorized to alter or amend the terms and conditions of this Agreement.
- 13. ACCOUNT ACCESS. To access or use the Network Solutions services or to modify your account, you may be required to establish an account and obtain a login name, account number, password and/or passphrase. You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase. You are solely responsible for maintaining the confidentiality of your password and passphrase. You must immediately notify us of any unauthorized use of your password or passphrase, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or passphrase. You agree that we may log off any account that is inactive for an extended period of time.
- 14. AGENTS. You agree that, if your agent, (e.g., your Primary Contact or Account Administrative Contact, Internet Service Provider, employee) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Your continued use of our services ratifies any unauthorized actions of your agent. By using your login name, account number or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

#### 15. RESERVED

- 16. RIGHT OF REFUSAL. We, in our sole discretion, reserve the right to refuse to register your chosen domain name, issue you a digital certificate, or register you for other Network Solutions service(s), or to delete your chosen domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your chosen domain name, issue you a digital certificate, or register you for other Network Solutions service(s), or we delete your chosen domain name or other Network Solutions service(s) within such thirty (30) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register your chosen domain name, refusal to issue a digital certificate, the deletion of your chosen domain name or refusal to register you for other Network Solutions service(s).
- 17. NOTICES AND ANNOUNCEMENTS. (a) Except as expressly provided otherwise herein, all notices to Network Solutions shall be in writing and delivered via overnight courier or certified mail, return receipt requested to Network Solutions, LLC, Attention: Legal Department, 13861 Sunrise Valley Drive, Herndon, Virginia 20171. All notices to you shall be delivered to your mailing address or e-mail address as provided in

your account information (as updated by you pursuant to this Agreement) or to any e-mail address associated with your domain name registration(s) with Network Solutions. (b) You authorize us to contact you as our customer via telephone, at the number provided by you in your account information (as updated by you pursuant to this Agreement), which telephone number is incorporated herein by reference, e-mail or postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

18. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect. 19. ENTIRE AGREEMENT. You agree that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between you and us regarding our services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by you for the services.

20. ASSIGNMENT AND RESALE. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the services (or portion thereof) without Network Solutions prior express written consent. 21. GOVERNING LAW,

- a. You and Network Solutions agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America, excluding its conflict of laws rules. You and we each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division for any disputes between you and Network Solutions under, arising out of, or related in any way to this Agreement (whether or not such disputes also involve other parties in addition to you and Network Solutions). If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Alexandria Division, for any such disputes, you and we agree that exclusive jurisdiction and venue shall be in the courts of Fairfax County, Fairfax, Virginia.
- c. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement.
- d. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 22. AGREEMENT TO BE BOUND. By applying for a Network Solutions service(s) through our online application process or otherwise, or by using the service(s) provided by Network Solutions under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.
- 23. INDEPENDENT PARTIES. Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.
- 24. WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Network Solutions. The remedies of Network Solutions under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

  25. EXPORT RESTRICTIONS. You acknowledge and agree that you shall not import, export, or re-export
- directly or indirectly, any commodity, including your products incorporating or using any Network Solutions services in violation of the laws and regulations of any applicable jurisdiction.
- 26. U.S. Government Users. In the event any software is provided by Network Solutions to a U.S. Government User, the software and accompanying documentation which are used as part of the Network Solutions service are "commercial items," as such terms are defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sep 1995) and is provided to the U.S. Government only as a

commercial end item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (Jun 1995), all U.S. Government entities acquiring the use of the Service and accompanying documentation shall have only those rights set forth herein.

27. FORCE MAJEURE. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war, terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction over Network Solutions, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate. Network Solutions may immediately terminate this Agreement.

28. HEADINGS. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

29. SURVIVAL. In the event this Agreement terminates as provided herein, Sections 1, 2, 3, 6, 7, 8, 9, 10(c), 10(d), 14, and 17 through 29 of this Agreement shall survive such expiration or termination.

30. AIRLINE FREQUENT FLYER MILES. Network Solutions may provide you with the opportunity to receive airline frequent flyer miles (?Miles?) with select airlines as determined by Network Solutions, in its sole discretion from time to time, for qualifying purchases in accordance with the terms and conditions set forth on our Web site. You acknowledge and agree that (a) any Miles accrued and awards issued are subject to the terms and conditions of the applicable frequent flyer program, (b) all applicable taxes and fees related to such Miles and/or award travel are your responsibility, (c) in order to earn Miles for qualifying purchases the name on your Network Solutions account and the applicable frequent flyer account must match, (d) Network Solutions has your permission to provide your account information to the applicable airline granting any such Miles, (e) you will only be eligible to receive up to one hundred thousand (100,000) American Airlines® AAdvantage® Miles during a 12-month period if you are a U.S. entity or citizen or sixty thousand (60,000)

American Airlines AAdvantage Miles during a 12-month period if you are a non-US entity or citizen, (f) you will only be eligible to receive up to fifty thousand (50,000) United Mileage Plus Miles during a 12-month period, (g) all Delta SkyMiles® credited to your Delta SkyMiles program account shall be standard miles and shall not count toward medallion or other elite status unless otherwise stated by Delta, (h) all US Airways Dividend Miles terms and conditions apply, and (i) all claims related to or arising from uncredited Miles must be made within one (1) year of the date of any such qualifying purchase. Please allow 8-10 weeks for miles to be posted to the applicable frequent flyer account. Miles will be processed after two full months of service for Web Hosting transactions. You are eligible to earn Miles for qualifying purchases unless otherwise stated by the applicable airline frequent flyer program, your employer or other third party.

American Airlines and AAdvantage are registered marks of American Airlines. Inc.

American Airlines reserves the right to change the AAdvantage program at any time without notice. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage program, visit <a href="www.aa.com">www.aa.com</a>. United® and Mileage Plus® are registered trademarks of United Air Lines, Inc.

United may change Mileage Plus program rules, regulations, travel awards and special offers or terminate the Mileage Plus program at any time and without notice. United, its subsidiaries, affiliates, and agents are not responsible for any products and services of other participating companies. For complete details about the Mileage Plus program, visit www.united.com. Network Solutions reserves the right to end or amend this program without notice.

SERVICE SPECIFIC TERMS: The following terms apply in addition to Sections 1 through 30 only if you have purchased the particular service described:

#### SCHEDULE A TO NETWORK SOLUTIONS SERVICE AGREEMENT ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES

1. Security. Network Solutions does not guarantee the security of your domain name registration records, and you assume all risks that the password and/or passphrase you select may be compromised as a result of fraudulent, unauthorized or illegal activity.

2. Fees and Payment, Initial domain name registrations, and domain name registrations that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, modify, or

otherwise to request Network Solutions to affect the domain name record or to provide domain name services. Domain name registrations in an unpaid status are routinely deleted on a regular basis, 3. Transfers and Licensing of Use. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with us. In addition, you agree that you may not transfer your domain registration to another domain name registrar for sixty (60) days after there has been a change in your Primary Contact information or WHOIS Administrative Contact information for your account(s). You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: http://www.networksolutions.com/legal/static-service-agreement.jsp#rnca, incorporated herein by reference. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such license upon request by any person who provides reasonable evidence of actionable harm. 4. Network Solutions' Disclosure of Certain Information. Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Network Solutions the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the registration; and (vii) the expiration date of the registration. You also grant to Network Solutions the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

- 5. Domain Name Dispute Policy. If you registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. The current version of the domain name dispute policy may be found at our Web site: http://www.netsol.com/legal/dispute-policy.jsp. In the event of any inconsistency between the provisions in this Agreement and those in the domain name dispute policy, the provisions of this Agreement shall prevail. 6. Domain Name Dispute Policy Modifications. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.
- 7. Domain Name Disputes Brought by Third Parties. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. For the adjudication of any disputes brought by a third party against you concerning or arising from your use of a domain name registered with us or your use of our domain name registration services, you (but not Network Solutions) agree to submit to subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division and the courts of your domicile. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (I) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.
- 8. No Guaranty. You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.
- 9. Revocation. You agree that we may suspend, cancel or transfer your services, including, but not limited to, domain name registration services in order to: (i) correct mistakes made by us, another registrar or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our domain name dispute

- (iii) The Restrictions Dispute Resolution Criteria and Rules, available at <a href="http://www.neulevel.com/countdown/rdrp.html">http://www.neulevel.com/countdown/rdrp.html</a>.
- If at the time of your application for services in the .biz TLD, any of the above policies or rules (collectively ".biz Policies") have not yet been approved by ICANN (which may mean the .biz Policies are not available for viewing via live hyperlinks above), you agree to be bound by the terms of such .biz Policies upon such approval and in the final form approved by ICANN, as posted on our Web site or the ICANN Web site (located at www.icann.org). You agree that, by maintaining the services provided hereunder (which may include registration of a domain name) after such posting of any of the ICANN approved .biz Policies, you have agreed to the terms and conditions of the same. You acknowledge that if you do not agree to the .biz Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.
- 3. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the biz registry. We cannot control and will not be responsible for the actions or inactions of such third parties. For example, the biz registry has reserved the right to deny, cancel or transfer any domain name registration under certain circumstances. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the biz registry.
- 4. Multiple Phases of Services. Your application or registration (whether successful or not) for any .biz registry or .biz TLD services hereunder does not guarantee, and we do not promise, that you will be approved or eligible for any other services available or that may become available through us or any third party. For example, certain services in the .biz TLD are provided in sequential phases, and participation in one phase, does not automatically qualify you for participation in one phases, and any further participation is not automatic. The .biz registry, and not Network Solutions, determines the dates and times associated with the various service phases available in the .biz TLD. You agree to review and become familiar with the information available on our Web site and on the .biz Web site concerning the various phases and descriptions of services available in connection with .biz TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service phases you desire to participate in. Additionally, you acknowledge and agree that submission of an application for domain name registration or any other services, does not guarantee that you will ultimately be the registrant for a particular domain name, even if you participated in some other service associated with the domain name, such as an intellectual property notification service or similar service.
- 5. Additional Acknowledgments Concerning Customer Information. You also acknowledge and agree that Network Solutions will share with the .biz registry certain information submitted by you in your application(s) for our services, as required by our agreement(s) with the .biz registry or to provide the services you have applied for. You acknowledge and agree that any information we share with the .biz registry may be used by them to fulfill the .biz registry's service obligations to us or any third party. You hereby grant us and the .biz registry a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in a Trademark
- 6. Disclaimer Concerning Intellectual Property Notification Service. Your participation in an intellectual property notification service or similar service DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS OR REGISTRATIONS, NOR DOES IT PROVIDE YOU WITH ANY RIGHTS TO ANY PARTICULAR DOMAIN NAME REGISTRATION. THIS IS A NOTIFICATION SERVICE ONLY. EVEN IF YOU PARTICIPATE IN THIS SERVICE, YOU MUST STILL SUBMIT AN APPLICATION FOR DOMAIN NAME REGISTRATION SERVICES TO BE ELIGIBLE TO BECOME THE REGISTRANT FOR THE DESIRED DOMAIN NAME(S).
- 7. Survival of Terms. You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.
- 8. Terms of Use for IP Claim Service. The following additional terms apply specifically to the Intellectual Property Claim Service (in this Section 8 of this Schedule, the "Claim Service") made available in the .biz TLD. For purposes of this Section 8, "Owner" shall mean the owner of a registered or common law trademark or service mark and "Agent" shall mean the duly authorized agent of an Owner (collectively "You"), and "Registrar" shall mean Network Solutions. These Terms of Use will continue to apply to all past use of the Claim Service by You, even if You are no longer using the Claim Service. You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Claim Service without prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these Terms of Use.
- (a). The Claim Service. Registrar provides the Claim Service to holders of both registered and common law trademarks or service marks (collectively "Trademarks"). During the domain name application process, applicants for a .biz domain name ("Applicants") will be notified of an Owner's alleged intellectual property rights in a Trademark if the domain name contained in the domain name application is an exact match of the

Trademark identified in an IP Claim (as defined below) submitted by Owner. You may review frequently asked guestions regarding the Claim Service by reviewing our FAQs.

(b). License to Use Data / Privacy. By submitting an IP Claim, You hereby grant Registrar, as well as any of its agents or subcontractors, and the .biz registry, a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in the IP Claim solely for the purposes of implementing the Claim Service, processing Your IP Claim, notifying Applicants of Your IP Claim, and for notifying You of changes to the Claim Service, and for archival purposes.

(c). The IP Claim Process. In order to submit a claim with respect to a Trademark or Trademarks ("IP Claim") through the Claim Service, You must complete an IP Claim form for each Trademark. For each IP Claim, You must submit complete contact information, representative contact information and notification details, and the details regarding the Trademark. You may specify in the representative field that an Agent may receive legal correspondence regarding the IP Claim. Once You have submitted an IP Claim, you will receive a confirmation email and a claim number. You must retain the claim number for each IP Claim You submit. Registrar will accept IP Claims until July 9, 2001, or such later date as it may determine in its sole discretion ("Close of Phase I") and no IP Claims will be accepted after that date. From the Close of Phase I until September 25, 2001 ("Phase 2"), or such other later date as Registrar may choose, in its sole discretion, the domain name applications from ICANN-approved registrars ("App lications") will be compared with the database of IP Claims processed through the Claim Service ("IP Claim Database"). For each exact match between an IP Claim in the IP Claim Database and a domain name application, the Registry Operator for .Biz ("Registry Operator") will notify the Applicant that a third party or third parties have submitted an IP Claim for the exact Trademark. The email notification to the Applicant will include, among other things, the information provided by Owner in the IP Claim, instructions on how to proceed with the registration process, and that if selected during the randomized name selection phase ("Name Selection Phase"), the domain name will be placed on a temporary thirty (30) day hold when the Registry goes "live." The Applicant will have the option to proceed with the Application or cancel the Application. If the Applicant does not respond to the email notification, or elects to cancel the Application, the Applicant's domain name application will not be processed during the Name Selection Phase. If the Applicant chooses to proceed with the registration process and the name is selected during the Name Selection Phase, that domain name automatically will be placed on a thirty (30) day "hold period" when the name is registered. After Name Selection, the Owner will be notified by Registry Operator if an Applicant has successfully registered the domain name. The Owner will then have the option of contacting the Applicant and finding a solution or using the guidelines set forth by a special dispute resolution process called the Start-up Trademark Opposition Policy ("STOP") (formerly referred to as the Start-up Dispute Resolution Policy or "SUDRP") (information available at http://www.neulevel.com/countdown/stop.html), or the Uniform Domain-Name Dispute Resolution Procedures ("UDRP") (information is available at <a href="http://www.icann.org/udrp-policy-24oct99.htm">http://www.icann.org/udrp-policy-24oct99.htm</a>). You will not be notified if there are no Applications that exactly match an IP Claim You submitted in the IP Claim

USE OF THE SERVICE DOES NOT GUARANTEE THAT AN OWNER WILL BE AWARDED THE .BIZ EXTENSION FOR ITS TRADEMARK. AN OWNER THAT WISHES TO OBTAIN A .BIZ EXTENSION FOR ITS TRADEMARK MUST FILE A DOMAIN NAME APPLICATION. DOMAIN NAME APPLICANTS WILL ONLY BE NOTIFIED OF APPLICATIONS THAT ARE EXACT MATCHES WITH A TRADEMARK IDENTIFIED IN AN IP CLAIM FORM. REGISTRAR WILL NOT VERIFY WHETHER A TRADEMARK CLAIMED ON AN IP CLAIM FORM CORRESPONDS WITH AN ACTUAL, LEGAL OR VALID TRADEMARK, NOR WILL REGISTRAR PROVIDE ANY LEGAL OVERSIGHT OR ADJUDICATION FOR ANY DISPUTED INTELLECTUAL PROPERTY IMPLICATED BY THE SERVICE.

(d). Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

(e) Fees. As consideration for the Claim Service, Registrar, or its agents or subcontractors may require you to submit and pay for each IP Claim individually or it may allow you store up a certain number of IP Claims before submitting them for processing. Once you have stored that number of IP Claims, you may not be able to store any additional IP Claims and may need to submit them for processing and pay the applicable fee before obtaining additional storage space. No refunds are permitted.

(f). Links. Some links on the Claim Service lead to sites posted by independent site owners. Because Registrar has no control over these sites, it cannot be responsible for such sites' accessibility via the internet and does not endorse products, services, or information provided by such sites. As such, Registrar shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any content, goods or services available on or through any other site. Further, the inclusion of these links does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between Registrar and the linked sites.

(g). Modifications to the Claim Service. Registrar reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Claim Service (or any part thereof) with or without

notice. You agree that will not be liable to You or to any third party for any modification, suspension, or discontinuation of the Claim Services.

(h). Third Party Beneficiary. Registry Operator ("NeuLevel") is an intended third party beneficiary of these Term and Conditions with rights to enforce these Terms of Use. You will cooperate in good faith with NeuLevel or Registrar in investigating instances of non-compliance with these Terms of Use, if NeuLevel or Registrar believes in good faith that you are not incompliance with these Terms of Use.

(i). You agree that Registrar and Registry Operator are not responsible for checking, verifying or editing message content or completeness, or for detecting errors or anomalies, or for recreating or re-transmitting data

### SCHEDULE D TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .INFO TLD. In addition to the terms set forth in Schedule A above, the following terms shall apply to .info domain

1. Additional Provisions. You acknowledge and agree to the following: (i) you acknowledge and agree that Network Solutions will share with the .info registry certain information submitted by you in your application(s) for our services, and you consent to the use, copying, distribution, publication, modification and other processing of your personal data by the .info registry and its designees and agents in connection with the .info registry's service obligations to us or third parties, or as otherwise deemed necessary by the .info registry; (ii) you agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Sunrise Dispute Resolution Policy ("SDRP") (available at <a href="http://www.afilias.info/fag/sunrise-challenge.html">http://www.afilias.info/fag/sunrise-challenge.html</a>), as these may be modified from time to time; (iii) you agree to immediately correct and update the registration information for any domain name registered hereunder during the registration term for such registered domain name; and (iv) you acknowledge that the .info registry will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered domain name during these periods, and (b) the results of any dispute over a "Sunrise Registration."

If at the time of your application for services in the .info TLD, the SDRP has not yet been approved by ICANN (which may mean the SDRP is not available for viewing via live hyperlink above), you agree to be bound by the terms of the SDRP upon such approval and in the final form approved by ICANN, as posted on our Web site or the ICANN Web site (located at <a href="http://www.icann.org">http://www.icann.org</a>). You agree that, by maintaining the services provided hereunder after such posting of any of the ICANN approved SDRP, you have agreed to the terms and conditions of the same. You acknowledge that if you do not agree to the SDRP, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

2. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .info registry. We cannot control and will not be responsible for the actions or inactions of such third parties. For example, the .info registry has reserved the right to refuse or cancel any Sunrise Registration at any time and to request additional information relating to a Sunrise Registration. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .info registry.

3. No Guarantee on Registration. The .info registry, and not Network Solutions, determines the dates and times associated with the various service periods available in the .info TLD. You agree to review and become familiar with the information available on our Web site and on the .info Web site concerning the various periods and descriptions of services available in connection with .info TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service periods you desire to participate in. You acknowledge and agree that submission of an application for domain name registration or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for a particular domain name.

4. Disclaimer Concerning Intellectual Property Protection. Your application for a Sunrise Registration DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS OR REGISTRATIONS.

## SCHEDULE E TO NETWORK SOLUTIONS SERVICE AGREEMENT ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .EU TLD

In addition to the terms set forth in Schedule A above, the following terms shall apply to .EU domain names.

1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .EU top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .EU TLD administrator, European Registry for Internet Domain Names vzw/asbl (".EU Registry"), which are available at the following URL: <a href="http://www.eurid.eu/en/general/howToGetEuDomainName">http://www.eurid.eu/en/general/howToGetEuDomainName</a>.

2. Nexus Requirements/Certification. You certify that you have and shall continue to have a lawful bona fide European Union nexus, as required by .EU Registry, and that you meet at least one of the .EU nexus

requirements (".EU Nexus Requirements") set forth below (and as represented by you in the pre-registration application information provided by you to Network Solutions). You must be (and you certify that you are) either: a) an undertaking having their registered office, central administration or principal place of business within the European Community; b) an organization established anywhere within the European Community; or c) a natural person resident within the European Community.

3. Your Obligation to Satisfy Nexus Requirement. You acknowledge and agree that it is your responsibility, through the registration process (and, if applicable, as required during your registration term), to provide the information necessary to satisfy the .EU Nexus Requirements, and that a failure by you to satisfy the .EU Nexus Requirements may result in, among other things, (i) the domain name pre-registration application(s) being rejected by Network Solutions and/or the .EU Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .EU Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .EU Registry. Neither Network Solutions nor the .EU Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .EU Nexus Requirements information at the time of pre-registration (or, where applicable, during your registration term), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the .EU Nexus Requirements, even if the need for such information is known by any of them.

4. Pre-Registration. When you submit a .EU pre-registration request, you are authorizing us to attempt to obtain a domain name in the .EU TLD (as described on our Web site and herein) for you if and when .EU Registry launches its sunrise and open-registration period (the "go-live date"). On the go-live date, Network Solutions will submit all pre-registration requests during the sunrise and open registration period and the .EU Registry will review all proposed registration requests on a first come, first serve basis.

5. Third Party Rights. By submitting your pre-registration or other registration request, you certify that your request is made in good faith and does not infringe any rights of a third party.

6. Phase One and Two Requirements. By submitting a pre-registration request for Phase One or Phase Two of the .EU Registry's sunrise periods you certify that you have a prior right or are a public body as defined by EC No. 874/2004 Article 10(1) (April 28, 2004). You also agree to submit the necessary verifiable documentation required by .EU Registry in order to demonstrate that you are a public body or have a prior right. You acknowledge that .EU Registry, or its designee, shall decide at its own discretion whether any documentation you may submit verifies your right to register a domain name(s).

7. Charges. By submitting your .EU pre-registration request, you authorize us to charge you for any proposed registrations we undertake on your behalf that are submitted to .EU Registry. You will be charged during the sunrise or open registration period when .EU Registry is reviewing your proposed registration prior to their final approval. Proposed sunrise registration requests that are rejected by .EU Registry will still be charged an administrative fee that will not be refunded to you. Sunrise fees, registration fees and other applicable fees may also apply and be charged to your credit card after the sunrise period begins if your proposed registration is accepted and processed by EU Registry. Upon .EU Registry's acceptance of a proposed registration request for a domain name(s), the full registration fee will automatically be charged to the credit card that you used for placing your pre-registration request. Successful .EU registration requests will be subject to the terms of the Agreement, including this Schedule.

will be subject to the terms of the Agreement, including this Schedule.

8. Ban on and Revocation of Certain Domain Names. You agree that .EU Registry has identified certain domain names that can not be registered during the sunrise and open registration process. You further accept that .EU Registry and Network Solutions reserves the right to deny pre-registration requests that .EU Registry or an EU Member State considers to be defamatory, racist, or contrary to public policy. You understand that .EU Registry may also revoke a domain name at its own initiative for a variety of reasons including but not limited to nonpayment of fees or failure to meet .EU Nexus Requirements.

9. Your Other Obligations. You agree to accept the terms of the .EU Registry's agreement with Network Solutions. You acknowledge that the .EU Registry's terms and conditions related to the sunrise and open registration period as well as its fees have not been determined by .EU Registry. You agree that when the .EU Registry establishes its terms and conditions for the sunrise and open registration period you will be bound by and will abide by those terms and conditions. If you do not agree to any of the terms and conditions that are established by the .EU Registry, you may expressly terminate this Agreement.

10. Contact Information Requirements. You agree to keep all contact information contained related to your pre-registration request for a domain name(s) current so that we can contact you for any reason or so the EU Registry's can contact you for any reason, including, but not limited to, any participation in a validation process for a domain name(s) during the sunrise or open registration period. We take no responsibility in providing the .EU Registry with any e-mail address other than what you provide in your pre-registration request. It is your obligation to keep all contact information, including all e-mail addresses, related to your pre-registration request current.

11. Validation Process. You agree that we shall have no liability to you or other third parties for anything related to the .EU Registry's validation process for a proposed registration request that we have submitted and is pending final .EU Registry approval. You acknowledge and agree that it is your responsibility to

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ensure that you meet all of the requirements that are involved in .EU Registry's validation process for your proposed registration request for a domain name(s). You agree that we are not responsible or liable in any way if your proposed registration request is rejected for any reason, including but not limited to the .EU Registry's failure or inability to contact you or your failure to respond to .EU Registry's request for supporting documentation, during the validation process.

- 12. No Guarantees. We make no guarantees, representations or warranties that your proposed registration request for a domain name will be accepted by .EU Registry. You acknowledge and agree that the proposed registration request for a domain name(s) submitted by Network Solutions to .EU Registry domain name may fail or be rejected by .EU Registry for any number of reasons, including, but not limited to, the fact that your proposed registration request for a domain name was not first in time. You acknowledge and agree that the successful registration of a pre-registration request during the sunrise period will depend upon a number of different factors that Network Solutions cannot predict or control.
- 13. Acknowledgment of .EU Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".EU Policies") that are posted or referred to on the EU Registry's website. You agree to comply with any and all current and future .EU Policies at any and all times. You agree that, by maintaining any service related to your pre-registration request (and, if applicable, your actual domain name registration) after such posting of any new or amended .EU Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .EU Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.
- 14. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .EU Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .EU Registry (for example, the .EU Registry reserves the right to suspend, reject, deny or revoke any domain name registration for a variety of reasons, none of which Network Solutions can control).
- 15. Accurate Information. As a part of your pre-registration, you agree to submit the accurate and reliable information, including but not limited to, contact details of at least one natural or legal person responsible for the technical operation of the domain name that you are requesting. The submission of inaccurate information shall constitute grounds for rejecting a pre-registration request or proposed registration request or suspending, terminating or deleting the rights to register a domain name. Without limiting the other provisions of the Agreement, your provision of inaccurate or unreliable information, or your failure promptly to update information provided to Network Solutions shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name(s) applied for hereunder.
- 16. Application Submission. You acknowledge and agree that Network Solutions (as the parent company) will be submitting your .EU proposed registration request to the .EU Registry through Network Solutions Europe, LLC, and that all pre-registration requests submitted by you hereunder will be submitted by Network Solutions Europe, LLC on or after the go-live date.
- 17. No Guarantee on Registration. The .EU Registry, and not Network Solutions, determines the dates and times associated with the various sunrise and open registration periods available for the .EU TLD. You agree to review and become familiar with the information available on our website and on .EU Registry website concerning the various periods and descriptions of services available in connection with .EU TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service periods you desire to participate in. You acknowledge and agree that submission of a proposed registration request for a domain name(s) or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for any particular domain name.
- 18. Registration Approval. You understand that any successful registrations that are approved by the .EU Registry shall not start until at least the completion of the sunrise period.
- 19. Disclaimer Concerning Intellectual Property Protection. Your pre-registration request related to the .EU Registry's sunrise period, and any domain name registration (whether or not related to the sunrise period) DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS, RIGHTS OR **REGISTRATIONS**
- 20. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the processing of pre-registration requests prior to live .EU faunch or the submission of proposed registration requests to the .EU Registry including, without limitation, your ability or inability to obtain a particular domain name including any dispute resolution proceeding related to any of the foregoing. Network Solutions assumes no liability for any pre-registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to procedures, rules or policies laid down by .EU Registry or due to practices, customs or

prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by EU Registry for any reason, including but not li mited to the termination of EU Registry's registration authority, or its bankruptcy.

21. Indemnification. In addition to Section 9 of this Agreement on Indemnity, you are to indemnify, release, defend and hold us harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Schedule; (b) any violation of a third party's right related to your pre-registration request; (c) any dispute with the .EU Registry or a third party arising out of your pre-registration request; (d) any dispute related to the validation process for your pre-registration request; or (e) any dispute arising out of the ADR process described in EC No. 874/2004, Ch. VI. Art. 20-23 (April 28, 2004) that involved the domain name(s) in your pre-registration request.

22. Additional Acknowledgments Concerning Customer Information. You also acknowledge and agree that Network Solutions will share with the .EU Registry certain information submitted by you in your application for our services and pre-registration request, as required by our agreement(s) with the .EU Registry or to provide the services you have applied for. You acknowledge and agree that any information we share with the .EU registry may be used by them to fulfill the .EU registry's service obligations to us or any third party. You hereby grant us and the .EU registry a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in a Trademark.

23. Acceptable Use. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

24. Survival of Terms. You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

25. Governing Law: You agree that any disputes between you and the .EU Registry, shall be governed in all respects by and in accordance with the laws of the European Community or one of its Member States. All disputes between you and the .EU Registry are to be brought before the tribunal of .EU Registry's choice. All disputes between you and Network Solutions are subject to Section 21 (Governing Law) of this Agreement. 26. Dispute Resolution Policies. Accept as provided by Section 21 (Governing Law) of this Agreement, you agree that every service for which you apply or register, including a pre-registration request for a domain name, and, if applicable, any domain name registration, is subject to the policies and procedures related to the "Revocation and Settlement of Conflicts" as detailed in EC No. 874/2004 Chapter VI, Articles 20-23 (April 28, 2004) found at: <a href="http://europa.eu.int/eur-">http://europa.eu.int/eur-</a>

lex/pri/en/oi/dat/2004/l 162/l 16220040430en00400050.pdf and any other dispute polices that are found at .EU Registry's website at: www.eurld.eu.

27. For purposes of .EU domain name related services, as used in this Schedule and all other applicable terms of this Agreement, "Network Solutions" shall mean both Network Solutions Europe, LLC and Network Solutions, LLC. You acknowledge and agree that for purposes of all .EU domain name related services, this Agreement is between you and both Network Solutions, LLC and Network Solutions Europe, LLC.
28. Supplemental Terms and Conditions. The terms and conditions of this Schedule E are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

IN ADDITION TO THE TERMS SET FORTH ABOVE, THE FOLLOWING TERMS SHALL APPLY TO THOSE CUSTOMERS WHO PURCHASE THE REGISTRATION SERVICE WITH .EU TLD:

29. Description of Service. Network Solutions is providing a service whereby its Customers are given the opportunity for the use, benefit and enjoyment of a .EU domain name. This service ("Registration Service") is offered in conjunction with a Network Solutions partner ("Partner) whereby the Partner serves as the Registrant for the .EU domain name ("Registered Domain") and licenses the use of the Registered Domain to a Network Solutions Customer. Sections 1-28 above apply to Customers that purchase the Registration Service in the same manner as if such Customer was the Registrant for the Registered Domain.

30. License Agreement. You agree that in addition to the terms of this Agreement, you also have reviewed and agreed to the license ("License Agreement") between you and the Partner that is found at <a href="https://www.snnslicenseagreement.com">www.snnslicenseagreement.com</a>, You are obligated to comply with all of the terms in both this Agreement and the License Agreement, Your agree that your failure to meet the terms either in the License Agreement or this Agreement may be grounds for terminating one or both agreements.

31. Paid License. You agree that Partner grants you a non-transferable license for: (i) the sole use of the Registered Domain provided that such use at all times fully conforms with this Agreement and the License Agreement and (ii) all use, benefits and enjoyment of the Registered Domain provided that such use complies with the terms of this Agreement and the License Agreement.

32. Rights and Obligations Under License. You agree that at all times Partner will be the Registrant of each Registered Domain through the Registration Service that you purchase. You agree and acknowledge that all information listed for the .EU WHOIS regarding the Registered Domain will be that of the actual Registrant, the Partner, with the exception of the contact e-mail address. You agree that you will supply the contact e-mail address to be listed in the .EU WHOIS for the Registered Domain. At all times you shall keep this e-

mail address current and actively monitor the e-mail address for e-mail communications from Network Solutions, the Partner, the .EU registry, or other third parties. You agree that your failure to keep the e-mail address current and to adequately monitor e-mail communications shall be grounds for immediate termination of this Agreement and suspension or revocation of your Registration Service.

33. Registered Domain and Registration Service Disclaimer. YOU AGREE AND UNDERSTAND THAT YOUR REGISTRATION SERVICE AND THE REGISTERED DOMAIN YOU ARE LICENSING MAY BE REVOKED, SUSPENDED, CANCELLED OR TERMINATED AT ANY TIME (i) BY NETWORK SOLUTIONS IN ACCORDANCE WITH THIS AGREEMENT, (ii) BY THE .EU REGISTRY, OR (iii) AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT. YOU AGREE THAT YOU ACCEPT AND UNDERSTAND ALL RISKS ASSOCIATED WITH THE REGISTRATION SERVICE AND SUCH REGISTERED DOMAIN AND THE RISKS THAT THE REGISTERED DOMAIN MAY BE REVOKED, SUSPENDED, CANCELLED OR TERMINATED AT ANY TIME AS DESCRIBED HEREIN. YOU EXPRESSLY AGREE THAT NETWORK SOLUTIONS SHALL HAVE NO LIABILITY OF ANY KIND TO YOU OR ANY THIRD PARTIES IF YOUR REGISTRATION SERVICE OR REGISTERED DOMAIN IS SO REVOKED, SUSPENDED, CANCELLED OR TERMINATED.

34. Personal Information. You agree you will provide accurate and current information as to your name, email address, postal address, and phone and fax numbers for each Registered Domain you license through the Registration Service. You agree to: (i) notify Network Solutions within five (5) business days regarding any changes to your personal information; (ii) respond within five (5) business days to any inquiries made by Network Solutions or Partner to determine the validity of personal information provided by you or other types of similar inquiries; (iii) respond to e-mail messages posted to your e-mail account regarding correspondence Partner or Network Solutions has received that is either addressed to or involves your Registered Domain. It is your responsibility to keep your personal information current and accurate at all times with Network Solutions.

35. Termination of License Agreement. You agree Network Solutions or Partner may terminate the License Agreement, without notice, if you fail to comply with any provision of this Agreement or the License Agreement or for your failure to pay for the Registration Services. Network Solutions may suspend or terminate the License Agreement, without notice, if Partner or Network Solutions believes that Customer has violated this Agreement or the License Agreement or in order for Network Solutions or the Partner to comply with a government regulation, law, statute, administrative agency or court order, or directive from the .EU Registry

36. Termination for Unlawful Activity or Third Party Complaints. Network Solutions may terminate your Registration Services at any time for any activity related to the Registered Domain that Network Solutions believes may violate any federal, state, local, European Community, European Community Member State regulation or law or any court order ("Applicable Laws"). Network Solutions has the right to revoke your use of the Registered Domain under the License Agreement at any time if a third party alleges that the Registered Domain or your use of the Registered Domain infringes or violates the rights of any person or entity, or otherwise violates any Applicable Laws (whether or not such allegations are true).

37. Replacement or Refund: You agree that, subject to the limitations of liability contained elsewhere in this

37. Replacement or Refund: You agree that, subject to the limitations of liability contained elsewhere in this Agreement, Network Solutions' entire liability and your exclusive remedy in any event, with respect to any claims arising out of this Agreement shall be, at Network Solutions' sole discretion, either (i) the deletion of the Registered Domain and substitution of a new domain name in its place, or (ii) a refund of the fees paid for one year's Registration Services. You agree that Network Solution shall have no liability to you for your use of a Registered Domain(s) through the Registration Service.

38. No Money Damages: In addition to Section 7 of this Agreement on Exclusive Remedies, and except as provided in Section 37 of this schedule, under no circumstances whatsoever will Network Solutions be liable to you for any money damages including, without limitation, any lost profits, lost revenue, lost savings, or other incidental, consequential or punitive damages arising out of: (i) the use or inability to use the Registered Domain(s); (ii) the revocation, suspension or termination of your Registration Service, Registered Domain or License Agreement; (iii) your use or inability to use the Registration Service; or (iv) for any claim by any other party, even if Network Solutions has been advised of the possibility of such damages. Any claims must be brought within twelve (12) months of the date that you discovered such claim, or reasonably should have discovered such claim, or shall be waived.

39. Indemnification. In addition to Section 9 of this Agreement on Indemnification and Section 21 of this Schedule, you agree to Indemnify and hold Network Solutions, its affiliates, parents, subsidiaries, employees, directors, officers, successors, assigns, distributors and anyone else associated with Network Solutions, harmless from, and against, any and all claims, liabilities, costs, damages, or expenses, (including attorneys' fees) asserted against Network Solutions arising out of your use or inability to use the Registration Service or Registered Domain(s) or in connection with any breach of any of the terms of this Agreement or the License Agreement.

40. Correspondence Forwarding. You agree that the Partner's name, postal address and phone number will be listed in the .EU WHOIS directory for the Registered Domain, as the Partner will be the registrant for

the Registered Domain. You agree that Partner and Network Solutions will review and forward, upon your request, communications addressed to your Registered Domain that are received via certified, registered or traceable courier mail (such as UPS, Federal Express, or DHL). You authorize Partner or Network Solutions to return to sender all mail that is marked "First Class Mail." You acknowledge and agree that Partner or Network Solutions will not forward to you first class postal mail (other than legal notices), "junk" mail, bulk mail, or other unsolicited communications (whether delivered through fax, postal mail or telephone), and you further authorize Partner or Network Solutions to either discard all such communications or return all such communications to sender. You hereby waive any and all claims arising from your failure to receive communications directed to your Registered Domain but not forwarded to you by Partner or Network Solutions. In instances when Partner or Network Solutions receives certified or traceable courier mail or legal notices addressed to your Registered Domain, Partner or Network Solutions will post an email message to your e-mail account that is listed as the contact for the Registered Domain notifying you of receipt of mail. The e-mail message will identify the sender of the correspondence that has been received by Network Solutions or Partner, the date such correspondence was received, and a brief description of its contents. You agree that you will have five (5) days to request to have the correspondence forwarded via email in a PDF form, overnight courier or facsimile to you. You agree that if you do not respond within five (5) days of receipt of the e-mail from Network Solutions or Partner that the mail may be destroyed by Partner. You hereby waive any and all claims arising from either your failure to respond within five (5) days of receipt of the e-mail from Network Solutions or Partner or your instruction to Network Solutions or Partner not to forward mail that has been received.

41. Forwarding Fees. In consideration for (i) handling and forwarding certified, registered and traceable courier mail and certain first class correspondence, and (ii) responding to and dealing with third parties, you agree to pay Network Solutions at the time such forwarding services are provided in order to cover Network Solutions' labor and costs associated with these services. Network Solutions may change its forwarding fees at any time. Unless otherwise stated, all fees are posted (and payable by you) in U.S. Dollars. You are responsible for paying all fees and taxes associated with using Network Solutions' forwarding services. Payment shall be made by you providing a valid credit card for charge by Network Solutions, and is nonrefundable. If for any reason Network Solutions is unable to charge your credit card with the full amount of the forwarding service provided, or if Network Solutions is charged back for any fee it previously charged to the credit card you provided, you agree that Network Solutions may, without notice to you, pursue all available remedies in order to obtain payment, including but not limited to, sale or licensing of the Registered Domain to a third party, and immediate cancellation of your account and all services Network Solutions provides to you. Network Solutions reserves the right to charge a reasonable service fee to cover the costs of administrative tasks outside the scope of its regular forwarding services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes in which Network Solutions becomes involved concerning the Registered Domain. You agree that Network Solutions will and is authorized to bill these charges to the credit card you have on file with Network Solutions. Administrative fees, once charged, will be non-refundable. It is your responsibility to keep your credit card information current and accurate, including the expiration date. Falture to keep such information updated shall be grounds for termination of your Registration Services.

SCHEDULE F TO NETWORK SOLUTIONS SERVICE AGREEMENT
ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .NAME TLD.
In addition to the terms set forth in Schedule A above, the following terms shall apply to .Name domain names

1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the name top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by Global Name Registry Ltd., the registry for the name TLD, which are available at the following URL: <a href="http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm">http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm</a>.

2. Dispute Resolution Policies. You agree that every service for which you register is subject to the Uniform Domain Name Dispute Resolution Policy (the "UDRP") and the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), which are located at <a href="http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm">http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm</a>. Without limiting the foregoing, you agree that (i) every Defensive Registration is subject to thallenge pursuant to the ERDRP; (ii) if a Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registration Holder will pay the challenge fees; (iii) if a challenge to a Defensive Registration is successful, the Defensive Registration will be subject to the procedures described in the ERDRP and the Eligibility Requirements including, without limitation, the cancellation of the Defensive Registration Holder's other Defensive Registrations; and (iv) if a Phase I Defensive Registration (as defined by the .name registry) is successfully challenged on the basis that it does not meet the applicable eligibility requirements, the Defensive Registration Holder will thereafter be required to demonstrate, at its expense, that it meets the eligibility requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .name through any registrar. In the event the Defensive Registration

Holder is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.

- 3. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that neither the .name registry nor Network Solutions shall have any liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, your ability to obtain a Registered Name, a second-level domain e-mail address registration (an "SLD E-mail Address"), a Defensive Registration, or a NameWatch Registration using the services provided by Network Solutions or the .name registry; or (ii) any dispute over any Registered Name, SLD E-mail Address, Defensive Registration, or NameWatch Registration, including any dispute resolution proceeding related to any of the foregoing.
- 4. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .name registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .name registry.

  SCHEDULE G TO NETWORK SOLUTIONS SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO SERVICES IN CONNECTION WITH .US TLD. In addition to the terms set forth in Schedule A above, the following terms shall apply to .US domain names.

1. Nexus Requirements/Certification. You certify that you have and shall continue to have a lawful bona fide U.S. nexus, as required by the .US top-level domain ("TLD") administrator, NeuStar, Inc. (".US Registry"), and that you meet all of the .US nexus requirements (".US Nexus Requirements") set forth below (and as represented by you in the registration application information provided by you to Network Solutions). You must be (and you certify that you are) either:

A. A natural person (i) who is a United States citizen, (ii) a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicife is in the United States of America or any of its possessions [Nexus Category 1]; or

B. An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories [Nexus Category 2]; or

C. An entity or organization (including a federal, state, or local government of the United States, or a political subdivision thereof) that has a bona fide presence in the United States of America or any of its possessions or territories [Nexus Category 3]. If you are claiming Nexus Category 3, you certify that you have a "bona fide presence in the United States" on the basis of real and substantial lawful contacts with, or lawful activities in, the United States of America.

2. Name Servers Certification. You certify that the name servers listed by you in connection with your application for domain name registration services in the .US TLD are located within the United States.

3. Your obligation to satisfy Nexus Requirement. You acknowledge and agree that it is your responsibility, through the registration process (and, if applicable, as required subsequent to your application), to provide the Information necessary to satisfy the .US Nexus Requirements, and that a fallure by you to satisfy the .US Nexus Requirements may result in, among other things, (i) the domain name application(s) being rejected by Network Solutions and/or the .US Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .US Registry, and/or (iii) the domain name(s) being deleted by Network Solutions and/or the .US Registry. Neither Network Solutions nor the .US Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .US Nexus Requirements information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the .US Nexus Requirements, even if the need for such information is known by any of them.

4. Nexus Dispute Policy. You agree to be bound by the Nexus Dispute Policy ("NDP") administered by the .US Registry (or a third party designated by the .US Registry), which policy and its applicable forms are located on the .US Registry's web site at the URL: <a href="http://www.neustar.com/">http://www.neustar.com/</a>. You agree to abide by all decisions rendered by the .US Registry (or its third party designee) in connection with the NDP.

5. Dispute Resolution Policy. You agree that you are bound by the United States Dispute Resolution Policy set forth on the .US Registry's website at the URL: www.neustar.com.

6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .US Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .US Registry (for example, the .US Registry reserves the right to deny, delete, transfer or freeze any domain name registration for a variety of reasons, none of which Network Solutions can control).

- 7. Accurate Information. Without limiting the other provisions of the Agreement, your willful or grossly negligent provision of inaccurate or unreliable information, or your willful or grossly negligent failure promptly to update information provided to Network Solutions shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name(s) applied for hereunder.
- 8. Application Submission. You acknowledge and agree that Network Solutions (as the parent company) will be submitting your .US domain name application(s) to the .US Registry through .US Registrar L.L.C., and that all applications submitted by you hereunder (except for Sunrise applications, where applicable) will be submitted by .US Registrar L.L.C. on or after the date upon which the .US Registry goes live.

## SCHEDULE W TO NETWORK SOLUTIONS SERVICE AGREEMENT ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .CN TLD.

In addition to the terms set forth in Schedule A above, the following terms shall apply to .CN domain names. 1. Eligibility Requirements. You represent and warrant that every registration you are seeking in the .CN top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .CN TLD administrator, NeuLevel, Inc (".CN Registry"). Under the Eligibility Requirements established by .CN Registry, only a business or an organization is permitted to register a domain name in the .CN TLD. 2. Your Obligation to Satisfy Eligibility Requirements. You acknowledge and agree that it is your responsibility to provide the information necessary to satisfy the Eligibility Requirements, and that a failure by you to satisfy the Eligibility Requirements may result in, among other things, (i) the domain name registration being rejected or revoked by Network Solutions and/or the .CN Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .CN Registry, and/or (lii) the domain name(s) being deleted by Network Solutions and/or the .CN Registry, Neither Network Solutions nor the .CN Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required Eligibility Requirements information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the Eligibility Requirements, even if the need for such information is known by any of them.

3. Third Party Rights. By submitting your registration request, you certify that your request is made in good

- faith and does not directly or indirectly infringe any rights of a third party.

  4. Ban on and Revocation of Certain Domain Names. You agree that .CN Registry and the China Internet Network Information Center ("CNNIC") have identified certain domain names that can not be registered for a variety of reasons including, but not limited to the domain name or any website related to the domain name violates the principles of the Constitution of the Peoples Republic of China ("PRC"), harms the national honor or national interests of the PRC, jeopardizes national security or violates any PRC law, rule or administrative regulation. You further accept that .CN Registry and Network Solutions reserve the right to deny registration requests that .CN Registry, CNNIC or the PRC considers are contrary to public policy. You understand that .CN Registry or CNNIC, each at their own initiative, may also revoke, transfer or otherwise make unavailable any registration of a domain name for a variety of reasons including but not limited to nonpayment of fees, failure to meet Eligibility Requir ements, in order to protect the integrity and stability of the registry, to comply with applicable laws or regulations, for violations of this Agreement or other agreements or to correct mistakes made by .CN Registry, CNNIC or other registrars in connection with a domain name registration. You acknowledge that .CN Registry or CNNIC reserves the right to freeze a domain name during resolution of a dispute.
- 5. Acknowledgment of .CN Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".CN Policies") that are posted or referred to on the .CN Registry's or CNNIC's websites. You agree to comply with any and all current and future .CN Policies at any and all times. You agree that, by maintaining any service related to your registration after such posting of any new or amended .CN Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .CN Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.
  6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of
- 6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .CN Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .CN Registry.
- 7. No Guarantee. You acknowledge and agree that your registration request for a domain name(s) or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for any particular domain name in the .CN TLD.
- 8. Accurate Information. As a part of your registration, you certify that all of the information that you are submitting is accurate and reliable information. You acknowledge that proxy registrations are prohibited. The submission of inaccurate information shall constitute grounds for rejecting a registration or suspending, terminating or deleting the rights to register a domain name. Without limiting the other provisions of the

Agreement, your provision of inaccurate or unreliable information now or in the future, or your failure promptly to update information provided to Network Solutions shall constitute a material breach of this Agreement and shall be a basis for cancellation of your domain name registration(s).

- Limitation on Transfer. As a part of your registration, you agree that you can only transfer a domain name to or from another registrar that is headquartered, or controlled by an entity, outside of the PRC.
   Disclaimer Concerning Intellectual Property Protection. Your registration of a domain name in the .CN TLD DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS, RIGHTS OR REGISTRATIONS.
- 11. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the processing of registration request(s) by .CN Registry including, without limitation, your ability or inability to obtain a particular domain name. Network Solutions assumes no liability for any registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to the procedures, rules or policies of .CN Registry, CNNIC, or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .CN Registry for any reason, including but not limited to the termination of .CN Registry's registration authority, or its bankruptcy.
- 12. Indemnification. In addition to Section 9 of this Agreement on Indemnity, you are to indemnify, release, defend and hold Network Solutions, CN Registry, and CNNIC harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Schedule; (b) any violation of a third party's right related to your registration; (c) any dispute with the .CN Registry or a third party arising out of your registration; (d) any dispute related to the submission of your registration to .CN Registry; or (e) any use of the domain name(s) that you register with .CN registry.

13. Survival of Terms. You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

- 14. Jurisdiction for Certain Disputes: You agree that any disputes between you and the .CN Registry (but not with Network Solutions) without prejudice to other potentially applicable jurisdictions, shall be subject to the jurisdiction of the courts of (a) registrant's domicile; (b) where the registrar is located and (c) the PRC. All disputes between you and Network Solutions (regardless of the involvement of other parties) are subject to Section 21 (Governing Law) of this Agreement.
- 15. Dispute Resolution Policies. Accept as provided by Section 21 (Governing Law) of this Agreement, you agree that your registration for a domain name in the .CN TLD is subject to the policies and procedures related to the CNNIC Domain Name Dispute Resolution Policy & Rules for CNNIC Domain Name Dispute Resolution Policy.
- 16. Supplemental Terms and Conditions. The terms and conditions of this Schedule W are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

## SCHEDULE X TO NETWORK SOLUTIONS SERVICE AGREEMENT ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .TW TLD.

- In addition to the terms set forth in Schedule A above, the following terms shall apply to .TW domain names.

  1. Eligibility Requirements. You represent and warrant that every registration you are seeking in the .TW top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .TW TLD administrator, NeuLevel, Inc (".TW Registry"). Under the Eligibility Requirements established by .TW Registry, only a business or an organization is permitted to register a domain name in the .TW TLD.
- 2. Your Obligation to Satisfy Eligibility Requirements. You acknowledge and agree that it is your responsibility to provide the information necessary to satisfy the Eligibility Requirements, and that a failure by you to satisfy the Eligibility Requirements may result in, among other things, (i) the domain name registration being rejected or revoked by Network Solutions and/or the .TW Registry, (ii) the domain name(s) being placed on "hold" by Network Solutions and/or the .TW Registry, and/or (lii) the domain name(s) being deleted by Network Solutions and/or the .TW Registry. Neither Network Solutions nor the .TW Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required Eligibility Requirements information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information t o establish your compliance with the Eligibility Requirements, even if the need for such information is known by any of them.
- Third Party Rights. By submitting your registration request, you certify that your request is made in good faith and does not directly or indirectly infringe any rights of a third party.
   Ban on and Revocation of Certain Domain Names. You agree that TW Registry and the Taiwan
- 4. Ban on and Revocation of Certain Domain Names. You agree that TW Registry and the Taiwan Network Information Center ("TWNIC") have identified certain domain names that can not be registered for a variety of reasons including, but not limited to the domain name or any website related to the domain name harms the national honor or national interests of Taiwan, jeopardizes national security or violates any Taiwanese law, rule or administrative regulation. You further accept that .TW Registry and Network

Solutions reserve the right to deny registration requests that .TW Registry, TWNIC or that the Taiwanese government considers are contrary to public policy. You understand that .TW Registry or TWNIC, each at their own initiative, may also revoke, transfer or otherwise make unavailable any registration of a domain name for a variety of reasons including but not limited to nonpayment of fees, failure to meet Eligibility Requirements, in order to protect the integrity and stability of the regi stry, to comply with applicable laws or regulations, for violations of this Agreement or other agreements or to correct mistakes made by .TW Registry, TWNIC or other registrars in connection with a domain name registration. You acknowledge that TW Registry or TWNIC reserves the right to freeze a domain name during resolution of a dispute. 5. Acknowledgment of .TW Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".TW Policies") that are posted or referred to on the .TW Registry's or TWNIC's websites. You agree to comply with any and all current and future .TW Policies at any and all times. You agree that, by maintaining any service related to your registration after such posting of any new or amended .TW Policies, you have agreed to the terms and conditions of the same and will be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .TW Policies, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. 6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .TW Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .TW Registry. 7. No Guarantee. You acknowledge and agree that your registration request for a domain name(s) or any other services (regardless of when submitted), does not guarantee that you will ultimately be the registrant for any particular domain name in the .TW TLD.

8. Accurate Information. As a part of your registration, you certify that all of the information that you are submitting is accurate and reliable information. You agree that proxy registrations are prohibited. The submission of inaccurate information shall constitute grounds for rejecting a registration or suspending, terminating or deleting the rights to register a domain name. Without limiting the other provisions of the Agreement, your provision of inaccurate or unreliable information now or in the future, or your failure promptly to update information provided to Network Solutions shall constitute a material breach of this

Agreement and shall be a basis for cancellation of your domain name registration(s).

9. Disclaimer Concerning Intellectual Property Protection. Your registration of a domain name in the TW TLD DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS, RIGHTS OR REGISTRATIONS.

10. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that Network Solutions shall have no liability of any kind for any loss or liability resulting from the processing of registration request(s) by .TW Registry including, without limitation, your ability or inability to obtain a particular domain name. Network Solutions assumes no liability for any registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to the procedures, rules or policies of .TW Registry, TWNIC, or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .TW Registry for any reason, including but not limited to the termination of .TW Registry's registration authority, or its bankruptcy.

11. Indemnification. In addition to Section 9 of this Agreement on Indemnity, you are to indemnify, release, defend and hold Network Solutions, .TW Registry, and TWNIC harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Schedule; (b) any violation of a third party's right related to your registration; (c) any dispute with the .TW Registry or a third party arising out of your registration; (d) any dispute related to the submission of your registration to .TW Registry; or (e) any use of the domain name(s) that you register with .TW registry.

12. Survival of Terms. You agree that the indemnity provisions set forth in this Schedule shall survive any termination of the Agreement.

13. Jurisdiction for Certain Disputes and Governing Law: You agree that any disputes between you and the TW Registry (but not with Network Solutions) will be governed under the laws of Taiwan. You accept that any dispute arising between you and .TW Registry shall be heard and decided by the Taipei District Court of Taiwan. All disputes between you and Network Solutions (regardless of the involvement of other parties) are subject to Section 21 (Governing Law) of this Agreement.

14. Dispute Resolution Policies. Accept as provided by Section 21 (Governing Law) of this Agreement, you agree that your registration for a domain name in the .TW TLD is subject to the policies and procedures related to the TWNIC Domain Name Dispute Resolution Policy & Rules for TWNIC Domain Name Dispute Resolution Policy.

15. Supplemental Terms and Conditions. The terms and conditions of this Schedule X are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

# SCHEDULE H TO NETWORK SOLUTIONS SERVICE AGREEMENT PRIVATE REGISTRATION SERVICE

- 1. <u>Private Registration Service</u>. When you subscribe to Network Solutions Private Registration Service, you authorize and direct Network Solutions to (a) display alternate contact information in the public WHOIS database for the Registrant, Administrative, and Technical Contacts for the applicable domain name registration, and (b) not display the fax number and NIC Handle associated with your account for the applicable domain name.
- 2. Communications Forwarding.
- a. By subscribing to the Private Registration Service, you authorize and direct Network Solutions to process communications directed to you at the contact information displayed in the public WHOIS database as follows:
- (i) E-mail Address. A private e-mail address that will automatically change in the public WHOIS database every ten (10) days is created for the applicable domain name and will be displayed in the public WHOIS database. Messages received at the e-mail address posted in the public WHOIS database will be filtered for SPAM and forwarded to the e-mail address associated with your account for the applicable domain name. Once an e-mail address is removed from the public WHOIS database it will no longer be a valid e-mail address for the receipt messages. You acknowledge that you may not receive messages sent to an expired e-mail address.
- (ii) Postal Address. A P.O. Box address in care of Network Solutions will be the postal address displayed in the public WHOIS database for the applicable domain name. You hereby authorize Network Solutions to receive, sort, open, forward, and destroy any and all mail sent to such P.O. Box in its sole discretion. Mail received via Certified Mail® or Express Mail™ will be opened and all such mail that can be scanned will be scanned and sent to you via the e-mail address associated with the account for the applicable domain name. You acknowledge that you will have five (5) days from the date such Certified Mail® or Express Mail<sup>TM</sup> is sent to you via e-mail to request in writing that a copy of such scanned mail be forwarded to you via postal mail at your expense. You acknowledge that unless you direct us otherwise in writing within such five (5) day period, all such mail will be destroyed five (5) days after a scanned copy is sent to you via email. All mail that is unable to be scanned will be forwarded to you via postal mail at Network Solutions' expense at the postal address associated with the account for the applicable domain name. You specifically acknowledge that Network Solutions will destroy all third class and "junk" mail upon receipt and will either discard all such other communications received or return the same to the sender unopened. You hereby waive any and all claims arising from your failure to receive communications directed to your domain name contact information displayed in the public WHOIS database but not forwarded to you by Network Solutions. (iii) Telephone Number. A telephone number that is answered by a Network Solutions answering service will be displayed in the public WHOIS database for the applicable domain name. Callers will be informed of how to contact you using the information displayed in the public WHOIS database.
- b. You acknowledge and agree that by subscribing to our Private Registration Service that you will not receive all communications sent to you at the contact information listed in the public WHOIS database. You acknowledge and agree that Network Solutions disclaims any and all loss or liability that may result from your use of our Private Registration Service and/or your failure to receive important correspondence sent to you at the contact information displayed in the public WHOIS database, including, but not limited to, legal notices or UDRP complaints.
- c. You agree that if you opt to have mail forwarded to you in accordance with Section 2(ii) above, that you are responsible for paying all fees and costs associated with Network Solutions providing such forwarding services. Network Solutions will inform you via e-mail of the applicable shipping costs, and the credit card associated with your account for the applicable domain name will be charged. The credit card transaction must be successful prior to us forwarding the correspondence to You. You are solely responsible for maintaining current and accurate credit card information on file with Network Solutions, including the expiration date for such credit card.
- 3. Network Solutions Right To Disclose Your Contact Information and Terminate the Private Registration Service. You acknowledge and agree that Network Solutions has the absolute right and power, as it deems necessary in its sole discretion, without providing notice and without any liability to you whatsoever, to (a) reveal to third parties the contact Information provided by you to Network Solutions in connection with the account for the applicable domain name, (b) populate the public WHOIS database with the registrant's name, primary postal address, e-mail address and/or telephone number as provided by you to Network Solutions, or (c) terminate your subscription to our Private Registration Service:
- (i) if any third party claims that the domain name violates or infringes a third party's trademark, trade name or other legal rights, whether or not such claim is valid;

(ii) to comply with any applicable laws, government rules or requirements, ICANN policies or requirements, subpoenas, court orders, requests of law enforcement or government agencies; or (iii) if any third party threatens legal action against Network Solutions that is related in any way, directly or indirectly, to the domain name, or claims that you are using the domain name registration in a manner that violates any law, rule or regulation, or is otherwise illegal or violative of a third party's legal rights.

4. <u>Supplemental Terms and Conditions</u>. The terms and conditions of this Schedule H are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

## SCHEDULE I TO SERVICE AGREEMENT CHANGE OF REGISTRAR SERVICE

- 1. In addition to the terms in Schedule A (and the other applicable Schedules, if any, of the Agreement), the terms of this Schedule shall apply to all applications for a change of registrar to Network Solutions. The term "domain name" refers to the domain name identified in your Change of Registrar Application. The term "updated registrant" refers to the person or entity identified as the updated registrant in your Change of Registrar Application, if any.
- 2. You represent and warrant that: (a) the Information provided to Network Solutions in connection with your application is accurate and complete; (b) you are the rightful holder of the registration for the domain name; (c) the registrar of record for the domain name as of the date of this request is the current registrar; (d) you are not in default on any obligations you may owe to the current registrar; (e) you are not the subject of any pending bankruptcy proceedings; (f) you are not party to any dispute resolution proceeding concerning your use or registration of the domain name; (g) you are not in default on any obligations you may owe to Network Solutions; (h) the domain name is not the subject of any collection proceedings, including garnishment, attachment, levy or otherwise. The individual submitting this request represents and warrants that he/she is authorized to request a change of registrar and to apply for our registrar services.
  3. You request that we provide registrar services for the domain name. In furtherance of your request, you have applied for our registrar services. We will have no responsibilities as registrar of the domain name unless and until we send you or the updated registrant, as appropriate, notice of acceptance of the Application.
- 4. You authorize us to take all actions necessary to become the registrar for the domain name, including transmitting to the appropriate Registry a request to change the Registry database to reflect Network Solutions as the registrar of record. You acknowledge and agree that we shall not be responsible for any legal obligations you may owe to any third party, including the current registrar. You further acknowledge and agree that you are not entitled to a credit from us for any sums you may have paid the current registrar. You agree to release, indemnify, and hold us and our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorneys fees, of third parties arising under this Agreement.

## SCHEDULE J TO SERVICE AGREEMENT REGISTRANT NAME CHANGE AGREEMENT

1, The following additional terms and conditions (the "Registrant Name Change Agreement" or "RNCA") apply to any change of the registrant (account holder's) name for a second-level domain name ("Registrant Name Change"), and, unless specifically noted otherwise below, apply to you whether you are listed as the registrant before the change (the "Current Registrant") or after the change (the "New Registrant"). The domain name for which this RNCA is being processed shall be referred to in this Schedule as the "Domain Name." The RNCA shall not be effective until both the Current Registrant and the New Registrant have indicated their agreement to the terms and conditions of the Agreement (which includes the terms and conditions of this Schedule). Nothing contained in this Schedule shall be construed as an assignment of the Current Registrant's rights under the Agreement. As used in this Schedule (as in the General Conditions), the word "Agreement" shall mean the Network Solutions Service Agreement of which this Schedule is a part. 2. The terms in this section apply only to the Current Registrant. You agree that you and Network Solutions are currently parties to the Agreement for the registration of the Domain Name(s). You hereby relinquish your registration of the Domain Name(s) and discharge Network Solutions from all obligations under the Agreement, and you release Network Solutions from all claims, liabilities or demands arising from the Agreement. You further acknowledge and agree that you are not entitled to a refund of any fees you may have paid to Network Solutions. You hereby authorize Network Solutions to take all steps necessary to register the Domain Name(s) to the New Registrant, including without limitation, disassociating the Domain Name(s) from the host servers designated by you without further notice. You represent and warrant that you possess the authority to legally bind the Current Registrant of the Domain Name(s) being transferred. 3. The terms in this section apply only to the New Registrant. You acknowledge that you have reviewed and you understand the terms, conditions, representations and warranties of the Agreement in effect as of the date of your application to become the New Registrant. By applying for this Registrant Name Change, you agree to be bound by and to perform in accordance with the terms and conditions of the Agreement, which includes Network Solutions' current Domain Name Dispute Policy. You also reaffirm the accuracy and

completeness of all of the information submitted for the Registrant Name Change. Your registration of the Domain Name(s) shall be effective upon Network Solutions' transmission of an acknowledgement to you that the Domain Name(s) has been registered to the New Registrant. You agree to pay Network Solutions the RNCA processing fee set forth on our Web site, if any, by providing appropriate credit card information as requested. You represent and warrant that you are the New Registrant or possess the authority to legally bind the New Registrant of the Domain Name(s) being transferred. You acknowledge and agree, that unless you register additional registration years for the Domain Name(s), the term of your registration of the Domain Name(s) will be equal to the remaining term of the Current Registrant at the time of the Registrant Name Change.

#### SCHEDULE K TO NETWORK SOLUTIONS SERVICE AGREEMENT

#### **NEXT REGISTRATION RIGHTS SUBSCRIPTION SERVICE**

1. Next Registration Rights Service Subscription - Pre-order. When you pre-order a Next Registration Rights Service ("NRRS") subscription, you are authorizing us to attempt to obtain a NRRS subscription (as described on our Web site and herein) for you if and when the applicable registry launches its underlying back-order service (the "go-live date"). If we are successful in obtaining the NRRS subscription for you, you agree that we are authorized to then charge your credit card for the fees described on our Web site at the time of your Pre-order application. Successful NRRS subscriptions will be subject to the terms of the Agreement, including this Schedule.

2. Next Registration Rights Service Subscription - After Go-Live Date. After the go-live date, when you apply for a subscription for the Network Solutions® NRRS (or if you have previously submitted a pre-order for our NRRS), we will contact the applicable registry and attempt to obtain for you the exclusive right to register the domain name selected and indicated by you in your application should that domain name become available for registration by a third-party during the term of your NRRS subscription. In the event we are successful in obtaining for you the NRRS subscription for your chosen domain name, you acknowledge and agree that we are authorized to charge your credit card for the fees described on our Web site at the time of your purchase. Thereafter, during the term of your subscription, if the domain name for which you purchased a NRRS subscription becomes available for registration, we will register that domain name in your name, subject to the terms and conditions of the Agreement (including, but not limited to, the terms and conditions related to domain name registration). You acknowledge and agree that if your application is successful and the domain name you have selected becomes available for registration during the term of your NRRS subscription, the domain name will be registered to you pursuant to the terms and conditions of this Agreement and that you will be bound by the same.

3. No Guarantees. We make no guarantees, representations or warranties that a subscription for the service will be available now or in the future, or that the domain name for which you purchase our NRRS will become available for registration during the term of any NRRS subscription. You acknowledge and agree that the domain name with respect to which you purchase the NRRS subscription may not become available during the term of your subscription, for any number of reasons, including, but not limited to, the current registrant's continued registration or renewal of the domain name.

4. Supplemental Terms and Conditions. The terms and conditions of this Schedule H are in addition to the terms and conditions of all other Schedules to this Service Agreement related to domain name registration services.

#### SCHEDULE L TO NETWORK SOLUTIONS SERVICE AGREEMENT E- MAIL SERVICES

Description of Service. Network Solutions is providing you with the capability of sending and receiving electronic mail via the Internet. You must: (a) provide all equipment, including a computer and modem, necessary to establish a connection to the Internet; and (b) provide for your own connection to the Internet and pay any telephone service fees associated with such connection. Network Solutions has set no fixed upper limit on the number of messages you may send or receive through the e-mail service; however, Network Solutions reserves the right to restrict the number of recipients of any e-mail sent by you and retains the right, at Network Solutions's sole discretion, to restrict the volume of messages transmitted or received by you, in order to maintain the quality of our services to other customers and to protect our computer systems. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any Network Solutions operating rules or policies and may suspend or terminate your email service if your conduct is found to be inconsistent with this Agreement or such rules or policies. The email service is subject to scheduled (from 12:01am eastern United States time to 2:00 am eastern United States time every Saturday) and unscheduled outages that will impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages. Moreover, in order to receive the e-mail service we (or our third party provider) must host your domain name record. If you transfer your domain name record to a third party in conjunction with a live web site, or for any other reason, or allow your domain name registration to expire, you will no longer be able to use the e-mail

service. We will not refund the fees you paid for our e-mail service if you elect to transfer your domain name record to a third party. You may not exceed the storage [megabytes] applicable to the particular e-mail services purchased by you as specified on our Web site at the time of your purchase (or as subsequently modified by us pursuant to this Agreement). If you exceed the applicable storage limitations, Network Solutions reserves the right, in its sole discretion, to either (A) charge, and you agree to pay, an additional fee as described on our Web site for each Megabyte of usage that exceeds the bandwidth limitations set forth above, or (B) terminate or suspend your email services and this Agreement. Additionally, you acknowledge and agree that we may delete any or all messages in your "trash" folder at any time in our sole discretion.

Catch-All Mailbox Service. Network Solutions may make available to you the ability to subscribe to our Catch-All Mailbox service. You acknowledge and agree that, in the event you subscribe to the Catch-All Mailbox service, any electronic mail sent to the e-mail box of any user of your Network Solutions e-mail service (e.g., Person@Yourcompany.com) will also be sent to the e-mail box set up for the Catch-All Mailbox service. You further acknowledge and agree that in the event your Network Solutions e-mail and domain name services are terminated, any future registrant of your reminated domain name that subscribes to the Catch-All Mailbox service may receive e-mails intended for receipt by you or a former user of your e-mail service, and you agree that Network Solutions shall have no liability to you or any third party with respect thereto. You are solely responsible for providing any and all necessary notifications regarding termination of your Network Solutions e-mail services, and you agree that Network Solutions shall have no liability to you or any third party with respect thereto.

SPAM Protection. Network Solutions's e-mail service includes real-time SPAM Protection provided by Brightmail. All e-mail sent to your e-mail address(es) will be scanned by Brightmail Anti-Spam to detect SPAM and to assist in preventing SPAM from reaching your e-mail box(es). All e-mail detected as SPAM will be deleted and will not be delivered to your e-mail inbox. All e-mail box(es) automatically include SPAM Protection and this feature can not be disabled or configured by you. You acknowledge and agree that our SPAM Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may result in e-mail that is not SPAM being falsely identified as SPAM and deleted by our system, or the delivery of SPAM to your e-mail box(es). You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our SPAM Protection feature, your failure to receive any e-mail as a result thereof, or your receipt of SPAM.

Virus Protection. Network Solutions's e-mail service includes Virus Protection that scans your email, and attachments thereto, to assist in the prevention of the transmission of viruses to your computer system and/or e-mail program. All e-mail sent to your e-mail address(es) will be scanned for viruses. If a virus is detected, the e-mail message and/or attachment, as applicable, will be cleaned if possible and the header of the e-mail will be tagged to inform you that a virus was detected and that the e-mail message and/or attachment has been cleaned and the virus removed. If a virus is detected, and the virus cannot be removed from the e-mail message and/or attachment, the e-mail message and/or attachment will be deleted and the e-mail will be tagged to inform you that portions of the e-mail have been deleted because a virus was detected. All e-mail box(es) automatically include Virus Protection and this feature cannot be disabled or configured by you. You acknowledge and agree that our Virus Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may delete e-mail messages and/or attachments that you may desire to view, or allow the transmission of viruses to your computer system and/or e-mail program. You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our Virus Protection feature, your failure to receive any e-mail and/or e-mail attachments as a result thereof, or the transmission of viruses to your computer system and/or e-mail program.

Reserved.

7.

Billing for E-mail Service. Billing for annual e-mail services shall be by valid credit card (acceptable to Network Solutions) at the time of purchase. If you elect to subscribe to monthly e-mail services, your monthly payments for the same will be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly basis) ("Monthly E-mail Service Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the e-mail services, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree with any such change(s), you may terminate this Agreement or cancel your e-mail service subscription, as applicable, as provided herein, within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Monthly E-mail Service fee.

Privacy. Network Solutions will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on Network Solutions; (b) protect and defend the rights or property of Network Solutions; or (c) act under exigent circumstances to protect the

personal safety of our customers or the public. You acknowledge and agree that Network Solutions neither endorses the contents of any of your communications nor assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing or offensive material contained therein, or any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. You acknowledge and agree that certain technical processing of e-mail messages and their content may be required to: (a) send and receive messages; (b) conform to connecting networks' technical requirements; (c) conform to the limitations of the e-mall service; or (d) conform to other similar requirements.

Customer Conduct. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule. Network Solutions's outsourcing contractors for the e-mail services, including, but not limited to, Brightmail, Inc. and Mirapoint, Inc., or their successors, shall be intended third party beneficiaries of the e-mail service customer's obligations under this Agreement and thus shall be entitled to enforce those obligations against you as if a party to this Agreement.

As a user of Network Solutions' E-Mail Services you may have the ability to access your e-mail account through the Internet ("Web Mail"). When using Web Mail, you may receive a message that is encrypted by the MessageGuard encryption service ("MessageGuard Service"). Messages that are encrypted by the MessageGuard Service and that you review through Web Mail will automatically, and without indication of the message's encrypted status, be decrypted for your immediate access. By your continued use of the Network Solutions E-Mail Services, you are acknowledging and agreeing to the terms and conditions of the MessageGuard Service, as found in Schedule aa of this Agreement.

#### SCHEDULE M TO SERVICE AGREEMENT WEB FORWARDING SERVICE

1. Network Solutions is providing you with the capability to forward users or visitors who type in a specific domain name to another domain name designated by you through the Web Forwarding service. You represent and warrant that you have the necessary rights to use the Web Forwarding service to forward, point, alias or resolve your domain name registration(s) to the other domain name designated by you in ordering such services. You agree that we, in responding to a third party complaint or for any other reason, have the right, in our sole discretion, to suspend or terminate your Web Forwarding service without notice and with no obligation to refund fees paid if we determine the Web Forwarding service is forwarding users to a Web site or URL that is unsuitable or being used for any unlawful or harmful purpose, as determined in our sole discretion.

2. You acknowledge and understand that the Web Forwarding service includes a Domain Masking feature that will make your site visitors see the domain name associated with the Web Forwarding service in the window of their browser throughout your entire Web site and on all Web sites linked to from your Web site while the window session remains open. You have the ability to turn the Domain Masking feature on or off at any time through Account Manager. The Domain Masking feature may not work will all Web sites depending on how they are configured and their ability to be viewed within a browser frame.

3. You agree to be bound by the applicable provisions of the Network Solutions Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.

## SCHEDULE N TO NETWORK SOLUTIONS SERVICE AGREEMENT

SCHEDULE N TO NETWORK SOLUTIONS SERVICE AGREEMENT SURELIST<sup>SM</sup> SERVICE

We may provide you an opportunity through our SureList<sup>SM</sup> service to have your website included in the search index of one of our third party vendors (for purposes of this paragraph, the "Index Servicer"). At the time of purchase, the URL submitted by you (the "URL") will be provided to the ondex Servicer for the purpose. submission in its search database. The Index Servicer will then periodically search various content of your website and include such content in the search index. The index may be searched by the Index Servicer's search partners. You may submit corrections or changes to the URL during the first thirty (30) days after your purchase of the SureList service, after which time period no further changes to the URL will permitted. You acknowledge and agree that the Index Servicer is responsible for maintaining the index and keeping it current. We bear no responsibility or liability for the operation, maintenance and functioning of the index or for the service described in this paragraph. You further acknowledge that in order for the Index Servicer to include your website in its search index, your website must be technically compatible with the the Index Servicer search tool. At a minimum, in order to be technically compatible: (a) your website address must not contain formatting errors; (b) your website must be operational (i.e., it may not be "under construction" and it may not generate error messages such as "file not found"); (c) your website must contain visible text and be accessible without a password or similar restriction; and (d) your website must permit so-called "spidering" technology. We and/or the Index Servicer, in our sole discretion, may remove a website from the search index for any reason, including, but not limited to, the following: (a) fraudulent or illegal use of the service; (b) the potential infringement of the rights of a third-party; (c) in response to a court order or other judicial or governmental request or action; and/or (d) the posting of content or the offering of products or E-Commerce

Services that may be or are illegal (e.g., if either we or the Index Servicer receives a notice of an act of copyright infringement in compliance with the notice requirements of the Digital Millennium Copyright Act of 1998). You expressly agree (a) that we will not be responsible for the operation, maintenance or functioning of the index and the search service or any delays or failures to perform; and (b) that we do not represent or warrant that your website or address will (i) achieve favorable placement, or any placement, within the search index, or (ii) experience increased visits, or any visits, as a result of placement in the search index.

## SCHEDULE O TO SERVICE AGREEMENT WEB SITES

- 1. Definitions. For purposes of this Schedule, the following capitalized terms shall have the meanings ascribed to them below:
- (a) "Web Site Template" means any pre-designed, customizable Network Solutions Web Site template licensed by Network Solutions to end users.
- (b) "Homepage" means a one-page Web site and one e-mail box. "Starter Site" means a five-page Web Site Template and two e-mail boxes. "Enhanced Site" means unlimited Web Site pages up to a maximum of 1,000 pages and ten e-mail boxes.
- (c) "Subscription Service" means any of the Network Solutions Web Site Template packages that are available for purchase by end users on a monthly or annual basis, for a monthly or annual fee (respectively), that combine a Web Site Template, the Web site Editing Tool, the Web Hosting Service, and/or such other services as may, from time to time, be included in the package by Network Solutions as of the time of your purchase.
- (d) "Web Site Editing Tool" means the Network Solutions on-line design and editing tool that allows customers to access their Web Site Templates, add/modify content, upload images and make generic changes to their Web Site Templates for any type of web sites including mobile web sites.
- (e) "Web Hosting Service" means the Web hosting services provided by Network Solutions or a third party through Network Solutions as part of a monthly or annual Web Site Template Subscription Service or Hosting Services as defined in Schedule T of this Agreement.
- (f) "Mobile Web Site Design Services" means the Network Solutions or private labeled offering whereby You can create, design and host a mobile Web Site from a Web Site Template using a Web Site Editing Tool.

  2. Payment. In addition to the payment terms in Section 3 of the Agreement, the following provisions shall also apply solely with respect to the Subscription Service:
- (a) Billing for the Subscription Service shall be by valid credit card (acceptable to Network Solutions) at the time of purchase at the fee set forth on our web site. Your monthly and, if you've selected our "auto-renew" feature, annual payments for the Subscription Service shall be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly or annual basis, as applicable) each month or annually, as applicable ("Subscription Service Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the Subscription Service, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days notice to you by email, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate this Agreement (or cancel your Subscription Service, as applicable) as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Subscription Service Fee, on the next monthly or annual (as applicable) payment cycle.
- Web Site Templates (besides the ones used in conjunction with the Mobile Web Site Design Services) offered by Network Solutions:
- (a) File Size and Storage. You can upload a maximum of 2GB of files to your Web Site Template scrapbook, provided that all files must comply with the following size limitations: All Image, Text and Document files have a 5 Megabyte limit (includes .gif, .jpg, .jpeg, .txt, .doc, .xls, .wri, .ppt, .dxf, .pdf and .psd files); and all Media, Flash, and Compressed files have a 15 Megabyte limit (includes .mpg, .mp2, .mp3, .wav, .mid, .mov, .asf, .wma, .wmv, .avi, .mpeg, .rm, .ra, .swf, .zip and .sit files). Each Web Site Template has a total published storage limit ("Published Storage Limit") as follows: (i) Homepage 1 page Web Site Template = 500 Megabytes; (ii) Starter 5-page Web Site Template Package = 1 Gigabyte; and (iii) Enhanced 1,000-page Web Site Template Package = 4 Gigabytes. You may not publish content that exceeds the Published Storage Limit for the Web Site you have selected.
- (b) Bandwidth. You and your Web Site visitors can view and download the following amounts of content on your Web Site per month: (i) Homepage 1 page Web Site Template = 1 Gigabyte per month; (ii) Starter Package 5-page Web Site Template = 2 Gigabytes per month; and (iii) Enhanced 1,000-page Web Site Template = 100Gigabytes per month. Network Solutions reserves the right, in its sole discretion, to either (A) charge, and you agree to pay, an additional fee as determined by Network Solutions in its sole discretion, which fee shall not exceed US \$0.50 per Megabyte, for each Megabyte of usage that exceeds the bandwidth